

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555801

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Saratoga Investment Corp. SBIC LP		06/25/2019	Limited Partnership:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fancy Chap, Inc.		
<b>Doing Business As:</b>	Flywheel		
<b>Street Address:</b>	504 Lavaca St, #1000		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4548581	FLYWHEEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	legal@wpenigne.com		
<b>Correspondent Name:</b>	Charles Costello		
<b>Address Line 1:</b>	504 Lavaca St		
<b>Address Line 2:</b>	#1000		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>NAME OF SUBMITTER:</b>	Charles Costello		
<b>SIGNATURE:</b>	/Charles Costello/		
<b>DATE SIGNED:</b>	01/03/2020		
<b>Total Attachments: 3</b>			
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 25, 2019 (“Release”), is made by Saratoga Investment Corp. SBIC LP, a Delaware limited partnership, as Administrative Agent (“Administrative Agent”) in favor of Fancy Chap, Inc., a Delaware corporation (“Grantor”).

**WHEREAS**, pursuant to that certain Security and Pledge Agreement dated as of April 8, 2019 (as amended, restated, supplemented, extended or otherwise modified from time to time, the “Security Agreement”) by and among the Grantor, Administrative Agent, and others party thereto, Grantor granted to the Administrative Agent, for the ratable benefit of itself and the Lenders (collectively, “Secured Parties”), a continuing security interest in Grantor’s right, title and interest in and to all Trademarks, Trademark Licenses, and Proceeds of the foregoing (collectively, “Trademark Collateral”); and

**WHEREAS**, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on April 8, 2019 at Reel 6612 Frame 0161 (“Notice”).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in Grantor’s right, title, and interest in and to all Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Saratoga Investment Corp. SBIC LP, as Administrative Agent

By: Saratoga Investment Corp. GP, LLC, its General Partner

By: Saratoga Investment Corp., as the Sole Member and  
Manager of the General Partner

By:

*Charles G. Phillips II*

Name:

*Charles G. Phillips II*

Title:

*Managing Director*

**Schedule A**

**Fancy Chap, Inc.  
(Delaware Corporation)**

**U.S. Trademarks Subject to Security Interest  
Granted by Fancy Chap, Inc.  
In Favor of Saratoga Investment Corp. SBIC LP, as Administrative Agent  
Recorded April 8, 2019 at Reel 6612 Frame 0161**

**Trademark Registration**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
FLYWHEEL and Design	4548581	06/10/14